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10 Attorneys for Defendants
CBS Corporation and CBS Radio Inc.

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

1 Defendants CBS Corporation and CBS Radio Inc. (collectively, "CBS"), by
 2 their attorneys, hereby answer the Complaint filed by ABS Entertainment, Inc., as
 3 follows:

4 1. CBS denies the allegations in Paragraph 1.

5 2. CBS admits that it is an operator in the United States of media and
 6 entertainment services via broadcast and digital delivery. CBS also admits that it
 7 delivers content through broadcast radio channels, the Internet, and through one or
 8 more mobile applications. CBS also admits that it owns and operates 117 radio
 9 stations in 26 U.S. media markets nationwide. CBS also admits that it owns and
 10 operates the music stations KROQ-FM – 106.7, KAMP-FM – 97.1, KCBS-FM –
 11 93.1, KRTH-FM – 101.1, and KTWV-FM – 94.7. CBS denies knowledge or
 12 information sufficient to respond to all other allegations in Paragraph 2.

13 3. CBS admits that it delivers content through broadcast radio channels,
 14 the Internet, and through one or more mobile applications. CBS is without
 15 knowledge or information sufficient to respond to all other allegations in
 16 Paragraph 3 and on that basis denies them.

17 4. CBS denies the allegations in Paragraph 4.

18 5. CBS is without knowledge or information sufficient to form a belief as
 19 to the truth of the allegations in Paragraph 5, and, on that basis, denies them.

20 6. CBS denies the allegations in Paragraph 6.

21 7. CBS denies the allegations in Paragraph 7.

22 8. CBS is without knowledge or information sufficient to form a belief as
 23 to the truth of the allegations in Paragraph 8, and, on that basis, denies them.

24 9. CBS is without knowledge or information sufficient to form a belief as
 25 to the truth of the allegations in Paragraph 9, and, on that basis, denies them.

26 10. CBS is without knowledge or information sufficient to form a belief as
 27 to the truth of the allegations in Paragraph 10, and, on that basis, denies them.

28

1 11. CBS admits that CBS Corporation is a corporation organized under the
 2 laws of Delaware with its principal place of business in New York, New York, and
 3 that CBS Corporation is the ultimate parent company of CBS Radio Inc. CBS also
 4 admits that it delivers content through broadcast radio channels, the Internet, and
 5 through one or more mobile applications. Except as expressly admitted, CBS denies
 6 the allegations in paragraph 11 of the Complaint.

7 12. CBS admits that CBS Radio Inc. is a corporation organized under the
 8 laws of Delaware, with its principal place of business in New York, New York, and
 9 that Defendant CBS Corporation is the ultimate parent company of CBS Radio Inc.

10 13. CBS is without knowledge or information sufficient to form a belief as
 11 to the truth of the allegations in Paragraph 13, and, on that basis, denies them.

12 14. CBS is without knowledge or information sufficient to form a belief as
 13 to the truth of the allegations in Paragraph 14, and, on that basis, denies them.

14 15. CBS denies the allegations in Paragraph 15.

15 16. CBS denies the allegations in Paragraph 16.

16 17. CBS denies the allegations in Paragraph 17

17 18. CBS admits that it delivers content through broadcast radio channels,
 18 the Internet, and through one or more mobile applications. CBS also admits that it
 19 owns and operates the radio stations: (a) Los Angeles: (i) KROQ-FM – 106.7; (ii)
 20 KAMP-FM – 97.1; (iii) KCBS-FM – 93.1; (iv) KRTH-FM – 101.1; and (v) KTWV-
 21 FM – 94.7; (b) Palm Springs: KEZN-FM – 103.1; (c) Riverside: (i) KFRG-FM –
 22 95.1; (ii) KVFG-FM – 103.1; and (iii) KXFG-FM – 92.9; (d) Sacramento: (i) KNCI-
 23 FM – 105.1; (ii) KSFM-FM – 102.5; (iii) KYMX-FM – 96.1; and (iv) KZZO-FM –
 24 100.5; (e) San Diego: (i) KEGY-FM – 103.7; and (ii) KYXY-FM – 96.5; (f) San
 25 Francisco: (i) KITS-FM – 105.3; (ii) KLLC-FM – 97.3; and (iii) KMVQ-FM – 99.7.
 26 Except as expressly admitted, CBS denies the allegations in Paragraph 18 of the
 27 Complaint.

28

19. CBS admits that it delivers content through broadcast radio channels, the Internet, and through one or more mobile applications. Except as expressly admitted, CBS denies the allegations in Paragraph 19 of the Complaint.

20. CBS admits that it delivers content through broadcast radio channels, the Internet, and through one or more mobile applications. Except as expressly admitted, CBS denies the allegations in Paragraph 20 of the Complaint.

21. CBS denies the allegations in Paragraph 21.

22. CBS denies the allegations in Paragraph 22.

23. CBS denies the allegations in Paragraph 23.

24. CBS denies the allegations in Paragraph 24.

25. CBS denies the allegations in Paragraph 25.

26. CBS denies the allegations in Paragraph 26.

27. CBS denies the allegations in Paragraph 27.

28. CBS denies the allegations in Paragraph 28.

29. CBS denies the allegations in Paragraph 29.

30. CBS denies the allegations in Paragraph 30.

FIRST CLAIM FOR RELIEF

(For Violation of California Civil Code § 980(a)(2) Against All Named Defendants and Does 1 through 10)

20 31. CBS repeats and reasserts its responses to each of the preceding
21 paragraphs as if fully set forth herein.

32. CBS denies the allegations in Paragraph 32.

33. CBS denies the allegations in Paragraph 33.

34. CBS denies the allegations in Paragraph 34.

35. CBS denies the allegations in Paragraph 35.

36. CBS denies the allegations in Paragraph 36.

SECOND CLAIM FOR RELIEF

**(For Misappropriation Against All Named Defendants and
Does 1 Through 10)**

37. CBS repeats and reasserts its responses to each of the preceding paragraphs as if fully set forth herein.

38. CBS denies the allegations in Paragraph 38.

39. CBS is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 39, and on that basis denies them.

40. CBS denies the allegations in Paragraph 40.

41. CBS denies the allegations in Paragraph 41.

42. CBS denies the allegations in Paragraph 42.

43. CBS denies the allegations in Paragraph 43.

44. CBS denies the allegations in Paragraph 44.

45. CBS denies the allegations in Paragraph 45.

THIRD CLAIM FOR RELIEF

(For Unfair Business Practices Against All Named Defendants and Does 1 Through 10)

46. CBS repeats and reasserts its responses to each of the preceding paragraphs as if fully set forth herein.

47. CBS denies the allegations in Paragraph 47.

48. CBS denies the allegations in Paragraph 48.

49. CBS denies the allegations in Paragraph 49.

50. CBS denies the allegations in Paragraph 50.

51. CBS denies the allegations in Paragraph 51.

52. CBS denies the allegations in Paragraph 52.

53. CBS denies the allegations in Paragraph 53.

FOURTH CLAIM FOR RELIEF

(For Conversion Against All Named Defendants and Does 1 Through 10)

54. CBS repeats and reasserts its responses to each of the preceding paragraphs as if fully set forth herein.

55. CBS denies the allegations in Paragraph 55.

56. CBS denies the allegations in Paragraph 56.

57. CBS denies the allegations in Paragraph 57.

58. CBS denies the allegations in Paragraph 58.

59. CBS denies the allegations in Paragraph 59.

60. CBS denies the allegations in Paragraph 60.

GENERAL DENIAL OF ALLEGATIONS IN THE COMPLAINT

CBS denies any allegations not specifically responded to above, whether expressed, implied, or contained in headings appearing throughout the Complaint.

AFFIRMATIVE DEFENSES

As separate and distinct affirmative defenses, CBS alleges as follows:

First Affirmative Defense

(License)

Each of the claims in the Complaint, in whole or in part, is barred by an express or implied license conveyed by Plaintiff to CBS or because Plaintiff otherwise licensed, authorized, or consented to CBS's alleged conduct.

Second Affirmative Defense

(Waiver)

Each of the claims in the Complaint, in whole or in part, is barred by the doctrine of waiver.

Third Affirmative Defense

(Estoppel)

Each of the claims in the Complaint, in whole or in part, is barred by the doctrine of estoppel.

Fourth Affirmative Defense

(Laches)

Each of the claims in the Complaint, in whole or in part, is barred by the doctrine of laches.

Fifth Affirmative Defense

(Unclean Hands)

Each of the claims in the Complaint, in whole or in part, is barred by the doctrine of unclean hands.

Sixth Affirmative Defense

(Abandonment)

Each of the claims in the Complaint, in whole or in part, is barred by the doctrine of abandonment.

Seventh Affirmative Defense

(Fair Use)

Each of the claims in the Complaint, in whole or in part, is barred by the doctrine of fair use.

Eighth Affirmative Defense

(Statute of Limitations)

Each of the claims in the Complaint, in whole or in part, is barred by the applicable statutes of limitation, including, California Code of Civil Procedure § 338 and California Business and Professions Code § 17208.

Ninth Affirmative Defense

(No Injury)

Each of the claims in the Complaint, in whole or in part, is barred because Plaintiff has suffered no provable injury as a result of CBS's alleged conduct.

Tenth Affirmative Defense

(Failure to Mitigate Damages)

Each of the claims in the Complaint, in whole or in part, is barred because Plaintiff failed to mitigate any damages purportedly suffered as a result of the conduct alleged in the Complaint.

Eleventh Affirmative Defense

(Violation of Cal. Code Civ. Proc. § 425.16)

8 Each of the claims in the Complaint, in whole or in part, is barred by
9 California’s Anti-SLAPP statute, codified at California Code of Civil Procedure
10 § 425.16, because CBS’s alleged conduct arises from acts in furtherance of CBS’s
11 right of petition or free speech under the United States Constitution or the California
12 Constitution, and plaintiff cannot establish a probability that it will prevail on its
13 claims.

Twelfth Affirmative Defense

(Election of Remedies)

16 Each of the claims in the Complaint, in whole or in part, is barred by the
17 election of remedies doctrine because the Plaintiff seeks mutually inconsistent
18 remedies in its causes of action.

Additional Defenses

20 CBS reserves the right to assert additional defenses based upon information
21 learned or obtained during discovery.

PRAYER FOR RELIEF

For the reasons set forth above, CBS respectfully requests that the Court:

- (a) Enter judgment in favor of CBS on each and every cause of action set forth in the Complaint;
 - (b) Dismiss Plaintiff's Complaint in its entirety with prejudice;
 - (c) Award attorneys' fees and costs in favor of CBS as permitted by applicable law; and
 - (d) Award such further relief as this Court may deem just and proper.

Dated: October 13, 2015

Respectfully submitted,

By: Robert M. Schwartz

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